

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Independent Diplomat, Inc. 333 Seventh Avenue, 14th Floor New York, NY 10001	2. Registration No. 5860
---	-----------------------------

3. Name of foreign principal Turkish Republic of Northern Cyprus	4. Principal address of foreign principal Mehmet Ali Talat, President TRNC Nicosia, Cyprus
---	---

5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

2008 DEC 15 AM 11:11
CRM/ISS/REGISTRATION UNIT

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
N/A
- b) Name and title of official with whom registrant deals.
Mehmet Ali Talat, President

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
N/A
- b) Name and title of official with whom registrant deals.
N/A
- c) Principal aim.
N/A

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

2008 DEC 15 AM 11:11
CRM/ISS/REGISTRATION UNIT

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

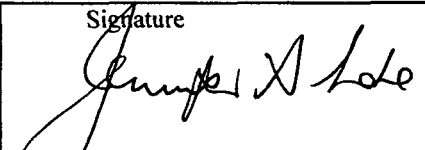
Date of Exhibit A	Name and Title	Signature
12 December 2008	Jennifer Lake, Secretary	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Independent Diplomat Inc.	2. Registration No. 5860
3. Name of Foreign Principal Turkish Republic of Northern Cyprus	

2008 DEC 15 AM 11:14
CRM/ISS/REGISTRATION UNIT

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

ID Ltd (UK) (see covering letter) entered into a one year contract with the TRNC on 4 June 2008.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

From time to time, the views of the US government will be canvassed by meetings with State Department officials.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

From time to time, the views of the US government will be canvassed by meetings with State Department officials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

ID Inc staff members will solicit the views of the US Government by meeting with key officials and desk officers in the State Department to gather their views. We will inform the TRNC of this information and, on that basis, advise how best to tailor their own approach to the US Government.

Date of Exhibit B 12 December 2008	Name and Title Jennifer Lake, Secretary	Signature 
---------------------------------------	--	---

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

04 Jun 08 08:54

p.2

CRM/ISS/REGISTRATION UNIT

2008 DEC 15 AM 11:14

Independent Diplomat

a diplomatic service for those who need it most

THIS AGREEMENT dated 4 June 2008

BETWEEN:

Independent Diplomat Ltd of 1st Floor, Bowden House, 14 Bowden Street, London, SE11 4DS ("ID"), duly represented by Edward Mason for this Agreement

and

The Office of the President of the Turkish Republic of Northern Cyprus, Nicosia (the "Client"), duly represented by President Mehmet Ali Talat for this Agreement

WHEREAS:

- (a) ID is an independent non-profit organisation established in order to resolve or prevent conflict by offering advice and assistance in diplomacy and foreign policy to marginalised governments and political groups. It is not connected to any government international organisation or any other body; and
- (b) In reliance upon that skill, knowledge and experience, the Client wishes to engage ID to provide services to it and ID has agreed to accept the engagement on the terms set out below.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. The Client has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to the Client as set out in the schedule attached hereto (the "Services") and incorporated herein by this reference.
- 2. ID shall provide the Services to the Client from 1 June 2008 ("the Commencement Date") for a fixed period of 12 months, terminating on 31 May 2009 ("the Term"), unless terminated prior thereto pursuant to the terms of this Agreement.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:54

p.3

Independent Diplomat

a diplomatic service for those who need it most

3. The Client shall pay to ID, in consideration of the Services provided by ID, a total fee of UK£104,000 ("the Fee") together with travel to and from the TRNC, accommodation in the TRNC, and related reasonable and necessary expenses in the TRNC incurred in connection with the performance of the duties in this Agreement ("the Expenses"). All travel will be economy class and accommodation will be in hotels with a maximum of 4 stars.
4. ID's fee covers a maximum of 75 days of ID time during the Term of the contract. ID will warn the Client in advance if it is in danger of drawing on ID's services in excess of this allowance.
5. ID shall:
 - a. Within 28 days prior to the Commencement Date submit an invoice for 10% of the Fee as a retainer and submit monthly invoices throughout the Term for the pro rata payment of the Fee for the Services rendered.
 - b. On the last working day of each month after the Commencement Date, submit an invoice for Expenses incurred, if any are outstanding; ID to retain all appropriate receipts or vouchers for the client's inspection.
 - c. Upon the expiry of the Term submit an invoice in respect of all Expenses not previously invoiced, giving credit for any advance payment. The invoice amount will be the net sum due from the Client after giving such credit. If the amount of the advance payment exceeds the aggregate amount of any sum due from the Client but not paid and any Expenses or Fees not previously invoiced, ID shall pay that excess to the Client.
6. a. The Client shall pay the invoices submitted in accordance with clause 5 a above within 14 days of presentation.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:54

p.4

Independent Diplomat

a diplomatic service for those who need it most

- b. The Client shall pay all other invoices within 28 days and if they remain unpaid ID shall be entitled to terminate this Agreement, if not already terminated, by giving the Client 15 days notice in writing from the date of the invoice.
7. ID represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between ID and any third party. During the period of this Agreement, ID may accept and perform engagements for other clients which do not impinge upon its ability to provide the Services in a timely and productive manner.
8. a. ID shall not enter into any agreement to provide any services to The Republic of Cyprus or Greece.
- b. ID shall not undertake any work during the Term which will materially impede its ability to provide the Services or which will place ID in any position of material conflict of interest.
9. a. ID warrants and represents to the Client that it is an independent contractor and as such bears sole responsibility for the payment of any form of tax levied by the government body of the United Kingdom which may be found due from it in relation to any payments or arrangements made under this Agreement. Any other taxes incurred in the TRNC in relation to payments or arrangements made under this Agreement shall be solely for the account of the Client.
- b. ID shall have no claim against the Client hereunder or otherwise for such benefits of its employees such as vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
10. The Client shall notify ID of the individual(s) within the Client to whom ID shall report and/or be the contact(s) for ID with the Client. The identities of such persons may vary during the course of the Term.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: 144 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:55

p.5

Independent Diplomat

a diplomatic service for those who need it most

11. ID shall not nor shall any of its employees, agents or sub-contractors disclose or use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of the Client or any other information relating to the financial or other affairs of the Client, except as required by the Client in connection with ID's performance of the Agreement or as required by law. Subject, however to ID's right to publicise its work including the existence of this Agreement, but without revealing any confidential information. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, and similar items relating to the business of the Client, whether prepared by the Client or ID or otherwise coming to their possession, shall remain the exclusive property of the Client and shall be returned to the Client upon the termination of this Agreement. ID shall not retain any copies of the foregoing without the Client's prior written permission. Upon expiration or earlier termination of this Agreement, or whenever requested by the Client, ID shall immediately deliver to the Client such files, records, documents, specifications, information and other items in its possession or under its control.
12. The Client may by written notice terminate this Agreement at any time by 7 working days' written notice to ID if:
 - a. ID shall have been in breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by ID within 7 days of receipt by ID of a written notice from the Client specifying the breach and requiring its remedy;
 - b. ID shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the Client to do so, or
 - c. ID shall have conducted itself in any manner which, in the opinion of the Client has brought or is likely to bring either the Client into disrepute or has or is likely to impair ID's ability to provide any of the Services to the Client or to do so in any manner or at any time which the Client shall reasonably have required of them.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:55

p6

Independent Diplomat

a diplomatic service for those who need it most

- d. If this Agreement is terminated in accordance with this clause all sums previously invoiced by ID remain due and payable and ID shall be entitled to retain all sums actually paid by the Client to ID.
13. ID accepts liability for death or personal injury and for damage to property, howsoever resulting from ID's negligence where such negligence has arisen or arises in connection with the provision of the Services or in connection with any other activities undertaken by ID, its employees, agents or sub-contractors pursuant to or for any purpose related to this Agreement. ID further agrees to maintain a policy of insurance in the minimum amount of UK£500,000 to cover any such negligence.
14. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, their servants, agents, employees or contractors arising out of ID's performance of this Agreement.
15. The Client shall be solely responsible for the costs, expenses and fees of any third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services.
16. ID shall indemnify the Client against any claims made against the Client by any third party arising out of the performance of the Services by ID (other than any actions expressly requested by the Client).
17. ID may terminate this Agreement by 7 days notice in writing to the Client in relation to:
- a. the Client or those for whom it is responsible acts as an aggressor in armed conflict, engages in systematic human rights abuses or otherwise acts in serious contravention of international law; or

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 info@independentdiplomat.org

04 Jun 08 08:55

p.7

Independent Diplomat

a diplomatic service for those who need it most

- b. the Client or those for whom it is responsible seeks by any means whatsoever to compromise or undermine the status of ID as a politically neutral independent facilitator; or
 - c. any substantial breach by the Client of the terms of this Agreement.
18. This Agreement shall not be terminated by the merger or consolidation of ID into or with any other entity.
19. This Agreement contains the entire agreement of the parties. It may not be changed by oral agreement but only in writing. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. This Agreement shall be governed by and interpreted in accordance with the laws of England and all disputes and differences arising under or in connection with this Agreement shall be referred to arbitration on the written request of one party served on the other. The arbitration shall be conducted in English and finally settled in London under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The cost of arbitration will be borne in such proportions as the arbitrators decide. Judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
21. ID shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder, without the prior written consent of the Client provided always that nothing in this clause shall prevent ID from using sub-contractors for the provision of the Services.
22. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 info@independentdiplomat.org

04 Jun 08 08:55

p.8

Independent Diplomat

a diplomatic service for those who need it most

23. Any notice to be given under this Agreement shall be in writing and will be deemed to be sufficiently served by one party on the other if it is either delivered personally or is sent by facsimile or is sent by email and addressed to the party to whom it is to be given.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:55

p9

Independent Diplomat

a diplomatic service for those who need it most

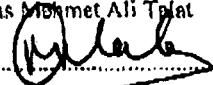
IN WITNESS whereof this Agreement has been executed on the day first before written by the undersigned persons who are duly authorised by the respective party,

For the Client

For the Office of the President of the Turkish Republic of Northern Cyprus

The President of the Turkish Republic of Northern Cyprus Mehmet Ali Talat

Signed



Address: TRNC Presidency, Nicosia, CYPRUS

Facsimile number: +90 392 22 91763

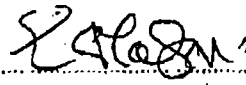
Email address: esra.aygin@kkktcb.eu

Date: 4 June 2008

For Independent Diplomat

By Edward Mason, Head of London Office

Signed



Address: Independent Diplomat, 14 Bowden Street, London, SE11 4ds

Facsimile number: +44 20 7582 7824

Email address: info@independentdiplomat.com

Date: 4 June 2008

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:56

p.10

Independent Diplomat

a diplomatic service for those who need it most

SERVICES

1. Independent Diplomat (ID) will provide advice and support to the Office of the President on the Turkish Republic of Northern Cyprus's foreign policy.
2. Advice and support will be provided to the Office of the President, and to other ministries and agencies of the TRNC government as and if directed by the Office of the President.
3. The advice and support will comprise the following:
 - a. Advice on the future direction of the Cyprus issue within the UN and the UN-led talks process, drawing on contacts with key players in the process including the UN in New York and the Foreign Ministries of the major relevant international players.
 - b. Advice on diplomatic strategy in relation to the relations of the Turkish Republic of Northern Cyprus with the European Union, drawing on contacts with the EU institutions in Brussels and the rotating presidencies of the European Council.
 - c. Advice on and support with diplomatic communications including preparation for international meetings, speeches, letters, position papers, strategy papers, briefings and preparation of international visits.
 - d. Support as requested in preparation of negotiating positions and negotiations.
 - e. Advice on the Turkish Republic of Northern Cyprus's foreign policy, foreign ministry and diplomatic network.
 - f. Regular visits (minimum four during contract period) by ID to facilitate the above.
 - g. Any other duties reasonably requested by the Client and agreed to by ID.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org

04 Jun 08 08:56

p.11

Independent Diplomat

a diplomatic service for those who need it most

4. Advice will be provided and support offered both proactively by ID and in response to specific requests from contacts designated by the Client in the Office of the President and from other government ministries and agencies as agreed.
5. The Client may request that a final results report shall be due at the end of the Term of the project and shall be submitted to the Client in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Client.
6. The Turkish Republic of Northern Cyprus government agrees to assist ID during visits to the Turkish Republic of Northern Cyprus including by providing transport, hotel bookings, mobile telephones and other necessary support (including office space).

Notes on Independent Diplomat's Services

1. All of ID's clients must have been assessed positively against ID's ethical criteria, which are commitment to democratic, accountable, transparent and corruption-free government; protection of human rights; and respect for international law. Independent Diplomat's advice will always be within the framework of international law and accepted human rights norms and ID will not condone or advocate the use of violence or abuse of human rights.
2. Independent Diplomat's purpose is to assist in the prevention and resolution of conflict. It does not in any way seek to get involved in political activity or to produce specific political outcomes but to assist its clients in seeking peaceful resolution to their needs. ID does not wish to be party-political in the countries in which it operates and seeks to serve the best interests of the country as a whole.
3. ID does not act as an advocate for individuals or organisations or their programmes or for any political or ideological point of view, and is a politically neutral independent facilitator.

Independent Diplomat
14 Bowden Street, London, SE11 4DS
www.independentdiplomat.org

tel: +44 (0) 207 582 7797 | info@independentdiplomat.org